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# REQUEST FOR PROPOSALS

## **Southwest Region – Temporary Bridge for US-131 over KL Avenue and the Amtrak Railroad, Kalamazoo County, Oshtemo Township**

*Design Services / Construction Assistance*

CS 39014; JN 122664C

ISSUE DATE: November 15, 2019

**DUE DATE: December 30, 2019 at 1:00 PM**

Original Issue (November 15, 2019)



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## **SECTION 1: INTRODUCTION**

The Michigan Department of Transportation (MDOT), Southwest Region, is accepting Proposals from temporary bridge vendors (Submitters) interested in providing design services to complete all design and shop drawing submittals for a temporary bridge carrying US-131 traffic over KL Avenue and Amtrak Railroad. Final details of the temporary bridge including the erection sequence must be ready to submit to Amtrak for their approval by: June 1, 2021.

MDOT is in the process of preparing design plans and specifications necessary to complete a bid package for the reconstruction of structures R01-1 and R01-2 of 39014 US-131 NB and SB over KL Avenue and the Amtrak Railroad. The contract is to be constructed by a MDOT selected low-bid Contractor. The temporary bridge vendor will be required to coordinate with MDOT during the development of the plans and specifications and provide guidance on the requirements for their specific system. The temporary bridge vendor (hereafter referred to as Vendor) will develop and detail shop drawings and an erection sequence for the temporary bridge (Phase 1) to be included with MDOT's low bid plans. Costs associated with Phase 1 will be negotiated with the selected Vendor after initial selection, and prior to the design services beginning. **(This is done after the Vendor is selected, and as part of Phase 1 services. Cost estimates are not required as part of the initial Request for Proposals (RFP) submittal and selection.)** The final cost for phase 2 includes the rental of the temporary bridge system, transportation of the temporary bridge system to and from the project site, field assistance, and design assistance to the low bid Contractor, and will be negotiated during Phase 1, prior to final submission to the Amtrak for approval. The cost of the temporary bridge may be renegotiated based on revisions requested by Amtrak. The agreed upon final price will be fixed in the MDOT low-bid contract as part of Phase 2. MDOT may utilize an Independent Cost Estimator (ICE) to review and verify the Vendor's pricing. The Vendor is expected to perform services as outlined in more detail in Section 3 below.

By submitting a Proposal, Submitters agree to adhere to the requirements outlined in this Request for Proposals (RFP), honor any commitments made in their submitted Proposal and satisfy all requirements developed during each phase of the Project. Failure of the Submitter to meet these requirements may result in rejection of this process, and the Project may be re-advertised, awarded to the next most qualified Submitter, or cancelled.

The Project will be funded with state and federal-aid dollars, thereby requiring the Submitter to adhere to all pertinent federal, state, and local regulations, laws and other requirements.

## **SECTION 2: PROJECT BACKGROUND**

### **2.1 PROJECT INFORMATION**

Control Section: 39014

Job Number: 122664

The purpose of utilizing this innovative delivery method is to benefit the public and Project by engaging the Vendor early during the design and development of the bridge and road plans to ensure the highest chance of success in the most cost-effective way for railroad coordination, maintaining traffic, and long-term viability.

Only one Vendor will be selected for this project. Scoring of all proposals will be based upon the requirements and criteria listed in this RFP.

Based on the scope of this RFP, the Vendor is not required to meet the requirements of any MDOT prequalification classifications. However, the Vendor will be required to meet the minimum criteria stated within the RFP and will be required to work with the low-bid contractor and MDOT staff, as determined by the MDOT Project Manager (MDOT PM).

Submitters are to review the Reference Information Documents (RID) in order to develop a greater understanding of the needs of this project. The RID are available on the MDOT Innovative Contracting website within the heading for this RFP. Items included in the RID are as follows:

- RID #1: Basic configuration, including: alignment, cross section, and substructure locations
- RID #2: Special Provision for Temporary, Bridge, Special
- RID #3: Draft Progress Clause for construction contract

### **2.2 PROJECT MANAGER**

Chuck Occhiuto, P.E.  
MDOT Project Manager  
517-335-4554  
OCCHIUTOC@michigan.gov

All questions must be e-mailed to the Project Manager listed above and will be posted with responses on the MDOT Innovative Contracting website.

### **2.3 PROJECT TEAM**

The Project Team, as referenced herein, may be composed of MDOT staff, MDOT Design Consultants, the ICE, the Vendor, potentially key subcontractors to the Vendor, and external stakeholders as determined by MDOT. The future low-bid Contractor will be part of the Project Team during Phase 2.

### **2.4 PROJECT GOALS**

The overall goal of the project is to select a supplier for the temporary bridge through the MDOT Request for Proposals process (RFP), that can complete all design, shop drawing submittals, erection sequence details, and have all details of the temporary bridge ready to submit to Amtrak for their approval by June 1, 2021.

The following project goals are expected to be incorporated into the overall design and delivery of all phases of this project. Additional details regarding these goals are described in Section 3.

- Provide a cost-effective solution to safely maintain traffic, reduce construction time, and satisfy the requirement for Amtrak approvals.
- Provide the Contractor and MDOT with technical services to successfully erect, inspect, and maintain the temporary bridge system.

## **2.5 ANTICIPATED PROJECT SCHEDULE (Subject to Change)**

Post RFP	November 15, 2019
Questions Due	December 20, 2019 at 4:00 PM
Proposals Due	December 30, 2019 at 1:00 PM
Anticipated Notification of Selection	January 17, 2020
Kickoff/Scope Verification Meeting, begin Phase 1 negotiations	January 30, 2020
Award/Notice to Proceed on Phase 1 (Design Services)	April 01, 2020
Preliminary Plans Due	September 1, 2020
Final Project Coordination (FPC) Review Meeting	May 1, 2021
Final Plan Turn-In	June 1, 2021
Letting of Construction Contract (Phase 2)	December 2022
Award Construction Contract (Phase 2)	January 2023

## **SECTION 3: PROJECT SCOPE OF WORK**

### **3.1 DESIGN RESPONSIBILITY**

The Vendor is being selected early in the project to join the Project Team. The Vendor will be the Engineer of Record for the temporary bridge and will be expected to provide the Project Team with technical experience to assist in preparing design plans and specifications to meet their specific system, as well as provide input on any items affecting construction and erection costs, schedule, constructability, and operations.

The Vendor's responsibilities for this project are divided into two separate phases.

### **3.2 PHASE 1 – DESIGN SERVICES**

The Vendor shall work with the Project Team during the design phase in order to develop, implement, and maintain a spirit of cooperation and open communication among parties so that goals and objectives are clearly understood, potential problems are identified and resolved promptly, and upon completion, the Project is deemed successful.

The selected Submitter will be notified after the Proposal(s) have been reviewed and scored. The selected Submitter will be required to attend a scope verification meeting at a location determined by the MDOT PM and then submit a Design Services Cost Proposal (DSCP) for Phase 1 services as described below. The lump sum price for Phase 1 should include all direct costs, overhead and profit required to complete the scope of work outlined in this section. The selected Submitter should include a work plan to review and assist in the development of plans and specifications during the design phase (Phase 1). MDOT will require verification of the costs from the selected Submitter prior to executing a contract.

MDOT reserves the right to negotiate the cost of the Design Services Fee included in the DSCP. If

MDOT and the Selected Vendor cannot agree on a price, hours of effort, timeline, or number of employees providing these Design Services, MDOT will begin negotiations with the next highest scoring Submitter from the Proposal scoring process. Additional details regarding compensation for the Design Services can be found in Section 7.1.

The Vendor shall deliver Design Services by performing the following:

- Work with MDOT to develop a communication plan within 7 days after the authorization to proceed with design services. The communication plan should clearly demonstrate how the Vendor and MDOT will work to convey information and establish a clear line of communication throughout each phase of the project.
- Provide a QA/QC document to MDOT within 1 week of award of the Design Services phase. This document should provide details on how the Vendor will accomplish the Design Services tasks within the given timeframe.
- Provide an initial cost estimate of the temporary bridge system that includes an 11-month rental cost to be submitted before 30% plan completion. The final cost of the temporary bridge will be negotiated prior to submittal for Amtrak approval and may be re-negotiated if Amtrak requests changes.
- Review the project site with the Project Team after Award of Phase 1, as agreed upon by the Project Team.
- Provide MDOT with technical support services and deliverables to finalize the low bid plans, and/or other items that will need to be included in the final design plans, specifications and estimates for the temporary bridge.
- The Vendor will provide shop drawings with an erection sequence for the temporary bridge to be included in MDOT's low bid plans. The design of the temporary bridge shall be based on the requirements in Exhibit A.
- Notify the MDOT Project Manager, in writing, of all problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.
- Assist the MDOT Project Manager and design team in resolving problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.
- Identify any potential construction and constructability issues and risks to assist the Project Team in developing the appropriate design for the project.

### **3.3 PHASE 2 – CONSTRUCTION SERVICES**

In Phase 2 the Vendor will be required to work with, and be a sub-contractor to, the MDOT low-bid Contractor. The cost to furnish the temporary bridge for a specified duration, transport the bridge both ways, provide field assistance during erection and removal, and resolving any design issues during

construction shall be included the Phase 2 CSCP which will be negotiated in Phase 1 as unit prices, and paid for by the Contractor in the MDOT low bid contract. The Vendor will need to negotiate any additional payments associated with changes requested by the MDOT low-bid contractor which includes but is not limited to: design changes, field changes, and timeframes beyond the agreed upon terms in Phase 2.

### **SECTION 4: TEAMING PARAMETERS**

#### **4.1 ORGANIZATIONAL CONFLICTS OF INTEREST**

Organizational conflict of interest means that because of other activities or relationships with other persons or entities, an Organization:

- Is unable, or potentially unable, to render impartial assistance or advice to MDOT
- Is, or might otherwise be, impaired in its objectivity in performing the contract work
- Has an unfair competitive advantage

Disclosure, evaluation, neutralization, and management of these conflicts and the appearance of conflicts, is in the interest of the public, MDOT, and the consultant and construction communities.

Submitters are required to disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present an organizational conflict of interest. Submitters shall state how their interest, activities, or relationships, or those of the chief executives, directors, key project personnel, or proposed Consultants may result, or could be viewed as, an organizational conflict of interest. Submit Conflict of Interest Statement (See Exhibit B) with the Proposal. It is recommended to contact the MDOT Project Manager immediately if a conflict of interest is found, or appears to be present, so a course of action can be determined with minimal impact to a Submitter.

If an Organizational Conflict of Interest is determined to exist, MDOT may, at its sole discretion: offer the Submitter the opportunity to avoid or neutralize the Organizational Conflict of Interest; disqualify the Submitter from participation; or, if award has already occurred, declare the Submitter non-responsive and award the contract to the next highest scoring Submitter, or cancel the contract. If the Submitter was aware of an Organizational Conflict of Interest prior to award of a contract and did not disclose the conflict, MDOT may terminate the contract for default.

#### **4.2 TEAM CONTINUITY AND CHANGES TO ORGANIZATION STRUCTURE**

After submittal of a Proposal, Key Personnel may not be removed, replaced, or added without the written approval of the MDOT Project Manager. It is expected that Key Personnel presented in the Proposal will be available for the duration of the project. Any changes to Key Personnel will require approval from the MDOT Project Manager and may result in termination of the contract.

To qualify for approval, the written request shall document that the proposed removal and replacement, or addition will be equal to or better qualified than the Key Personnel provided in the



Proposal.

#### **4.3 EQUAL EMPLOYMENT OPPORTUNITY**

The Submitter will be required to follow both the State of Michigan and Federal Equal Employment Opportunity (EEO) policies.

#### **4.4 DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of MDOT that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, MDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT) assisted contract because of sex, race, religion, or national origin.

MDOT has established a DBE program in accordance with regulations of the DOT, 49 CFP Part 26. It is the Submitter's responsibility to take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum possible opportunity to compete for and perform the contract.

**Design Service, and Construction Services, Phases related to this RFP - DBE Percentage:**  
0%

### **SECTION 5: PROPOSAL REQUIREMENTS**

#### **5.1 ACCEPTANCE OF EVALUATION PROCESS**

A submission of a Proposal in response to this RFP indicates the Submitter's acceptance of the evaluation process as detailed in Section 8 and the recognition that subjective judgments must be made by the Selection Committee during the evaluation process and in its final selection.

#### **5.2 CLARIFICATIONS AND INTERPRETATIONS**

##### **5.2.1 Answers To Questions**

Submitters are required to direct all contact and questions regarding this RFP to the Project Manager listed in this RFP. All requests must be submitted by e-mail only, no later than five (5) business days prior to the Proposal Due Date. Responses will be publicly posted on the Project Web Site located at [www.michigan.gov/ic](http://www.michigan.gov/ic).

##### **5.2.2 Clarifications Or Interpretations**

Any clarifications or interpretations of this RFP that affect or change its requirements will be issued by MDOT to the Project Web Site in the form of addenda, response to

questions, or meeting notes. Interpretations or clarifications in any other form, including oral statements, will not be binding on MDOT and should not be relied upon in preparing the Proposal.

### **5.2.3 Addenda**

All addenda issued by MDOT before the Proposal Due Date, are part of the RFP, and all requirements shall be incorporated into the Proposal. The Submitter shall acknowledge receipt of each addendum by completing and submitting form FORM-003.

## **5.3 OBLIGATION OF PARTIES**

By submitting a Proposal, the submitter acknowledges all statements within Section 5.3 and all sub sections of 5.3.

The Submitter is solely responsible for ensuring that its Proposal is clear, correct, and consistent. MDOT reserves the right, at its sole discretion (but is not obligated), to:

- Investigate the qualifications of any Submitter.
- Seek or obtain data from any source related to the Proposal.
- Require confirmation of information furnished by a Submitter.
- Require additional information from a Submitter concerning its Proposal.
- Seek and receive clarifications to a Proposal.
- Require additional evidence of qualifications to perform the work.
- Modify the RFP process.
- Waive minor deficiencies and irregularities in a Proposal.
- Reject any or all Proposals.
- Cancel, modify, or withdraw the RFP.
- Issue a new RFP.

### **5.3.1 Assumed Requirements**

The Proposal presented is based on assumed requirements of the proposed Project; and, that MDOT has made no written or oral representations that any such assumed requirements are accurate should a contract arise from the presented Proposal. The Submitter is required to qualify all assumptions it makes.

### **5.3.2 Cost Of Submission**

All costs incurred by the Submitter as a result of the Submitter's efforts to participate in this selection process shall be at the sole risk and obligation of the Submitter. MDOT will not reimburse at any time the Submitter for any costs incurred as a result of efforts to participate in this selection process.

### **5.3.3 Reimbursement**

MDOT will not reimburse at any time the Submitter for any costs incurred as a result of efforts to participate in this selection process.

### **5.3.4 Award Of Contract**

MDOT makes no guarantee that a contract award will be made as a result of this RFP, and reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the Project's best interest. Representations made within the Proposal will be binding on responding firms, unless otherwise agreed to by MDOT in writing.

## **5.4 COMPLETENESS OF PROPOSAL**

### **5.4.1 Completeness**

Each Proposal should be prepared simply and economically, providing a concise description of the firm's ability to meet the requirements of the RFP. Emphasis should be on completeness, clarity of content, responsiveness to requirements, and an understanding of the Project needs.

### **5.4.2 Compliance**

Failure to comply with the requirements contained in the RFP may be subject for rejection of the Proposal.

### **5.4.3 Rejection**

Any Proposal that fails to meet the deadline or delivery requirements will be rejected and returned to the Submitter without having been opened, considered, or evaluated.

## **5.5 WITHDRAWAL OR MODIFICATION**

A Proposal may be withdrawn and resubmitted any time prior to the deadline for submitting the Proposal. No Proposal may be changed, amended, or modified after the deadline for submitting the Proposal. No Proposal may be withdrawn after the deadline for submitting the Proposal without a written request by the Submitter stating the reasons for withdrawing the Proposal and acceptance of the request by MDOT. All decisions are at the sole discretion of MDOT.

## 5.6 OWNERSHIP OF PROPOSALS

Proposals and any other information submitted by the Submitters shall become the property of MDOT. All or any part of the proposed Submitter innovation or method may be used or disclosed on this or future projects without obligation or compensation to the Submitter. All information supplied in a Proposal is subject to disclosure per the Freedom of Information Act.

## 5.7 VALIDITY PERIOD

Proposals are to be valid for MDOT's acceptance for a minimum of 49 days after the Proposal Due Date to allow time for evaluation and selection. A Proposal, if accepted, shall remain valid for the duration of the Contract.

## 5.8 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

This section describes requirements that all Submitters must satisfy in the Proposal. Failure to comply with any of the following by a Submitter may result in the rejection of the Proposal.

### 5.8.1 Due Date, Time, And Location

Proposals may be delivered via email or in person to the Project Manager listed in this RFP. Proposals are due by 1:00 P.M. EST, on the date identified as the Proposal Due Date located on the Cover Sheet:

MDOT will not accept Proposals submitted by facsimile.

### 5.8.2 Proposal Format

- **Language:** All information shall be in English.
- **Font:** All narrative text shall be a minimum of twelve (12) points in size and single spaced. The style and size of headings and figures are not prescribed.
- **Page Size:** With the exception of charts, exhibits, and other illustrative material, all information shall be on 8.5-inch x 11-inch paper. Charts, exhibits, and other illustrative material may be on 11-inch x 17-inch paper, but shall be folded to 8.5-inch x 11-inch (if printed) and will be counted as one (1) sheet.
- **Page Margins:** Page margins shall be set at 0.75 inches minimum, not including headers or footers.
- If submitted via email, the Proposal shall be in Portable Document Format (.pdf).
- **Table of Contents:** Include a Table of Contents that provides page number references. If submitted via email the Table of Contents shall be bookmarked accordingly.
- **Page Limit:** Proposals shall not exceed 5 pages in length. Table of contents, Cover Letter,

staff resumes, and required forms are not included in page limits.

- **Dividers:** Section dividers are welcomed.
- **Binding:** If the Proposal is delivered in person, the paper copy shall remain unbound.
- **Front Cover:** If the Proposal is delivered in person, the front cover of the Proposal shall be clearly labeled with the Project name, along with the Submitter's name.

### 5.8.3 Proposal Submittal Quantities

If the Proposal is delivered in person, each Submitter must provide MDOT with the following:

- **One (1) Original unbound Proposal** – bearing original signatures
- **One (1) Electronic copy of Proposal in PDF format on Flash Drive**

The unbound original and flash drive, shall be placed in one (1) sealed package. The outside of the sealed package shall be clearly labeled with the Project name, as well as the name and return address of the Submitter.

If the Proposal is delivered via email, each Submitter must provide MDOT with the following:

- **One (1) Electronic copy of Proposal in PDF format**

The subject line of the email must state "Proposal-JN 122664 Temporary Bridge Procurement". Emails received after the time and date specified above will not be accepted.

## **SECTION 6: PROPOSAL CONTENT**

### **6.1 QUALITATIVE CRITERIA**

Section 8.3 contains the qualitative scoring criteria that will be used to score Proposals. Submitters should clearly describe how they meet the needs of the department and criteria described in this section.

### **6.2 Conflict of Interest Statement (Pass/Fail)**

### **6.3 Form FORM-001 (Pass/Fail)**

### **6.4 Form FORM-002 (Pass/Fail)**

### **6.5 Form FORM-003 (Pass/Fail)**

**SECTION 7: VENDOR SERVICES FEE & TERMINATION****7.1 PHASE 1 DESIGN SERVICES FEE**

The selected Submitter will be notified after the Proposal(s) have been reviewed and scored. The selected Submitter will be required to attend a scope verification meeting at a location determined by the MDOT PM and then submit a Design Services Fee. This fee should include all direct costs, overhead and profit required to complete the scope of work outlined in Section 3.2. The Submitter should include a work plan and a description of their intended level of effort to develop shop drawings, erection sequence, and specifications during the design phase. Design Service costs must be supported by a derivation of cost and back-up documentation. In general, two methods of documentation for the derivation of cost and back-up information are acceptable:

A. Hourly rates with an overhead rate, direct expenses, and fixed fee:

- The rates for each individual employee or classification included in the priced proposal must be submitted separately in a letter, certified by the company's financial officer.
- **Overhead rate option 1: Use an audited overhead rate.** Provide audit report for the company's Indirect Cost Rate Schedule for the most recent fiscal year to confirm the audited rate. If the audited overhead rate has been accepted by a state Department of Transportation other than MDOT, include the acceptance letter and the corresponding audit report for the company's indirect cost rate schedule for the most recent fiscal year.
- **Overhead rate option 2: Request to use MDOT's Safe Harbor Rate of 110%.** Eligibility and requirements are available on MDOT's website by clicking Doing Business/Vendor-Consultant Services, under the heading "Service Prequalification" or the following link:  
[https://www.michigan.gov/documents/mdot/Guidelines\\_for\\_the\\_Safe\\_Harbor\\_Overhead\\_Cost\\_Rate\\_435878\\_7.pdf](https://www.michigan.gov/documents/mdot/Guidelines_for_the_Safe_Harbor_Overhead_Cost_Rate_435878_7.pdf)
- The fixed fee for profit allowed for this project is 11.0% or less of the cost of direct labor and overhead.

B. Loaded hourly rates and direct expenses:

- The loaded hourly rates will include costs for overhead and profit and must be supported by invoices to other clients.
- The invoices must be for similar services that have been provided to other clients.
- The rates submitted to MDOT for each employee or classification must be supported by a minimum of three invoices.
- The rates submitted to MDOT for each employee or classification must not be higher than the corresponding rate on any of the three supporting invoices.
- The invoices must be stamped "approved" by the client, or other documentation must be provided to verify that the client paid the invoices.

MDOT reserves the right to negotiate the cost of the Design Services Fee. If MDOT and the selected Submitter cannot agree on a price, hours of effort or number of employees providing these Design services, MDOT will begin negotiations with the next highest-ranking Submitter from

the Proposal scoring process.

Compensation for this project shall be on a **milestone** basis. Compensation shall be divided into payments for the completion of a portion of the services (deliverables) as follows:

Preliminary Phase 2 Estimate	10%
Preliminary Shop Drawings and Erection Sequence.	20%
Final Shop Drawings and Erection Sequence Accepted by MDOT	20%
Final Phase 2 Estimate Approved by MDOT	20%
Final Plan Approved by Amtrak	20%
Final Phase 2 Estimate Approved by MDOT	10%
Total Service	100%

The MDOT Project Manager may authorize payment if a milestone is delayed due to circumstances beyond the Vendor's control.

All billings for services must be directed to the Department and follow the current guidelines.

Payment to the Vendor for services rendered shall not exceed the maximum lump sum amount unless an increase is approved in accordance with the contract with the Vendor.

Compensation for this project shall be on a milestone basis. Compensation shall be based on the two agreed upon cost proposals (DSCP for Phase 1, and CSCP for Phases 2). Anticipated payments are:

Monthly invoices for Phase 1 may be submitted by the Vendor based on a percentage of services completed, as agreed upon by the Vendor and MDOT.

Payments for Phase 2 will be based on the pay items established in the phase 2 construction contract and as agreed upon by the Vendor and MDOT low-bid contractor.

The MDOT Project Manager may authorize payment for Phase 1 services if a milestone is delayed due to circumstances beyond the Vendor's control.

Payment to the Vendor for Services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Vendor. Typically, billings must be submitted within 60 days after the completion of services for the current billing. The final billing must be received within 60 days of the completion of services. Refer to your contract for your specific contract terms.

### **7.2 PHASE 2 CONSTRUCTION FEE**

The maximum compensation for Phase 2 is negotiated in Phase 1 based on the scope of work outlined in Section 3.3.

Payments for Phase 2 will be based on the pay items established in Phase 1, and approved by MDOT.

### 7.3 TERMINATION OF DESIGN ADVISORY SERVICES

MDOT may terminate the contract with the Vendor if design services and coordination are not provided as negotiated and/or expected, or for convenience. A written 15-day notice will be sent to the Vendor before the services are completed. If the contract is terminated for any reason during Phase 1, MDOT will determine if partial compensation for services rendered shall be paid.

## **SECTION 8: EVALUATION PROCESS**

### 8.1 EVALUATION PROCESS

Proposals will initially be evaluated to determine if the Submitter has met the minimum requirements ("Pass") on all Pass / Fail evaluation factors. Pass / Fail evaluation factors are outlined in Section 8.2. Proposals will then be scored using the evaluation criteria. If a Submitter receives a "Fail" on any single Pass / Fail requirement, the Proposal will be rated as unacceptable and will not be scored on the evaluation criteria.

Once a Proposal has been determined to meet the minimum Pass / Fail criteria, MDOT will evaluate the Proposal relative to the MDOT Project Goals as described in Section 2.4, the Scope of Work Described in Section 3, and scoring criteria as listed herein to determine the Proposal total score.

The qualitative evaluation score will be determined as follows:

- The MDOT Selection Team will review each Proposal identifying significant and minor strengths and weaknesses of the Submitter.
- Strengths and weaknesses are defined as follows:
  - Strengths – That part of the Proposal which ultimately represents a benefit to the Project and is expected to increase the Submitter's ability to meet or exceed the Project Goals. A minor strength has a slight positive influence on the Submitter's ability to meet or exceed the Project Goals, while a significant strength has a considerable positive influence on the Submitter's ability to meet or exceed the Project Goals.
  - Weaknesses – That part of the Proposal which detracts from the Submitter's ability to meet the Project Goals or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Submitter's ability to meet the Project Goals, while a significant weakness has a considerable negative influence on the Submitter's ability to meet the Project Goals.

Based on the identified strengths and weaknesses, the Selection Team will select an objective rating and assign a percent of the maximum score in the identified range.

The following rating system will be used in determining the value for each Scoring Element of the



Proposal:

- **Excellent (81-100 % of points possible):** The Proposal is considered to significantly exceed the RFP requirements / objectives in a beneficial way (providing advantages, benefits, or added value to the project) and provides a consistently outstanding level of competency. In order for the Proposal to meet the minimum criteria to be scored as Excellent, it must be determined to have more than one significant strength, additional minor strengths and no appreciable weaknesses. There is a high expectation that the team as proposed, would be successful in delivering the Project to MDOT's, and would most likely exceed all Project Goals.
- **Very Good (61-80 % of points possible):** The Proposal is considered to exceed the RFP requirements / objectives in a beneficial way (providing advantages, benefits, or added value to the project) and offers a generally better than acceptable competency. In order for the Proposal to meet the minimum criteria for consideration to be scored as Very Good, it must be determined to have at least one significant strength, additional minor strengths and no significant weaknesses. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weakness will result in a higher score. It is expected that the team as proposed, would be successful in delivering the Project to MDOT's satisfaction, and will most likely meet and/or exceed all Project Goals.
- **Good (41-60 % of points possible):** The Proposal is considered to meet the RFP requirements / objectives and offers an acceptable level of competency. In order for the Proposal to meet the minimum criteria for consideration to be scored as Good, it must be determined to have several strength(s), even though minor and/or significant weaknesses exist. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weakness will result in a higher score. It is expected that the team as proposed, will be able to deliver the Project and meet the Project Goals.
- **Fair (21-40 % of points possible):** The Proposal is considered to contain several minor and/or significant weaknesses, some minor strengths and no significant strengths. The greater the strengths and fewer the minor or significant weakness will result in a higher score. It is expected that the team as proposed, should be able to deliver the Project but may not be able to meet some of the Project Goals.
- **Poor (0-20 % of points possible):** The Proposal is considered to contain significant weaknesses and no appreciable strengths. The Proposal demonstrates a low probability of meeting the RFP requirements and may be determined to be non-responsive. The fewer the minor or significant weakness will result in a higher score. It is unlikely that the team as proposed would be able to deliver the Project to the owner's satisfaction.

A score will be calculated for each Qualitative Evaluation Criteria by multiplying the percentage of maximum score by the points available.

MDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in the Proposal by contacting project references, assessing public

information, contacting independent parties or other means. MDOT further reserves the right to request additional information from a Submitter during the evaluation of the Proposal.

The Submitter selected to be the Vendor will be the firm whose verified experience and qualifications, as presented in response to this RFP and reference checks, in the opinion of MDOT, as offering the most experience, expertise, and value to MDOT and the Project. The Selection Team will review and evaluate the Proposals throughout the selection process on the following general criteria. It should be noted that this is not a complete list, and should not be considered a “checklist”, but rather a reference.

### 8.2 PASS / FAIL EVALUATION CRITERIA

- Conflict of Interest Form (See Exhibit B)
- FORM-001 Submitter Information
- FORM-002 Proposal Checklist
- FORM-003 Addenda Acknowledgment

### 8.3 QUALITATIVE EVALUATION CRITERIA

#### 8.3.1 EXPERIENCE / QUALIFICATIONS OF KEY STAFF (30 POINTS)

Provide the Submitter’s qualifications. The information should address the following:

- Management and staff experience, capabilities and functions on projects of similar scope.
- Experience with successful and timely delivery of comparable projects.
- Experience and qualifications that are relevant to the Project scope and technical nature of the proposed temporary bridge system.
- Applicable American Institute of Steel Construction certifications, Department of Transportation (DOT) related qualifications or other industry qualifications/certifications relevant to the technical aspects of the proposed temporary bridge system.

Provide an organizational chart(s) showing the flow of the “chain of command” with lines identifying employees who are responsible for major functions to be performed and their reporting relationships. It is anticipated that the organizational chart will depict the key staff names and roles in each phase which includes overall management and key staff for the technical services provided during design and construction support.

Resumes of Key Personnel must be provided as Appendix A – Resumes of Key Personnel to the Proposal. **Resumes of Key Personnel are limited to two pages each and will not be counted towards the overall Proposal page limit.** If an individual fills more than one position, only one resume is required. Include the following items on each resume:

- Relevant licensing and registration.
- Designated Role on this Project.
- Education and other relevant technical training.
- Years of experience performing similar work.
- Actual work examples on similar projects, including projects, project dates, duties performed/position, and their percentage of time on the project.

The listing below describes the minimum key personnel (“Key Personnel”), as well as qualifications desired. Others may be added by the Submitter. Key Personnel will be evaluated, in part, based on the extent they meet and/or exceed qualifications including, but not limited to, relevant education, training, certification, and experience. Key Personnel, except as noted, may perform work in more than one position in the organization. Minimum Key Personnel and their qualifications include:

- Project Manager:
  - Experience successfully delivering at least two temporary bridge projects.
  - Experience with one or more temporary bridge project(s), with a DOT or other public road agency.
- Quality Manager:
  - Experience providing technical oversight for at least two projects to confirm that all technical deliverables were developed according to expected client quality standards.
- Lead Bridge Designer:
  - Professional Engineer with the ability to obtain a Professional Engineer license in the State of Michigan within 6 months of award and have a minimum of five (5) years of experience in Structural Design applying AASHTO and DOT standards and procedures.
- Lead Construction Support Staff:
  - Minimum of 3 years of field experience, providing prompt and professional services to contractors and inspection staff during the erecting and construction of temporary bridges.

### **8.3.2 PAST PERFORMANCE (30 POINTS)**

Indicate the year in which the Submitter entered the market sector and the number of completed temporary bridge projects in the United States of America, including a brief summary of the typical scale of systems deployed by project, client, or other metric to allow the selection panel to evaluate breadth and depth of the temporary bridge project. Describe the Submitter’s history with MDOT, other DOTs/Agencies, and/or USDOT projects. Describe at least two, up to a maximum of five, projects the Submitter has recently completed (if the Submitter is newly formed, please provide a similar description for the collective experience of the organization). Highlight specific experience for these two, up to five projects that are technically relevant, or similar, to this Project and how that experience may be applied to this project.

Each project description should include the following information:

- Name of the project and either the client’s contract number, project number, or similar identifier;
- Description of the project scope, work or services provided, and percentage of the overall project actually performed;
- Actual, or estimated, construction cost of temporary bridge system;
- Client contact information;

- Anticipated or actual completion date
- Bridge type and overall performance history
- Any other details indicating or highlighting the success of the project.

If your organization has defaulted or failed to complete a project in the last five (5) years, please list each project this applies to and the reasons why for each.

MDOT's objective in evaluating Past Performance is to incorporate quality of past performance of the Submitter into the overall technical score. Past performance of the Submitter will be determined based on the selection team contacting previous clients, conducting a standardized survey and scoring on the feedback received.

### **8.3.3 TECHNICAL APPROACH (40 POINTS)**

The Submitter shall provide an Executive Summary that includes their understanding of the project and its goals, and how those goals will be met through this procurement process.

**Submitters shall describe, in detail, why their proposed system, approach, and team meets the project goals and requirements, as well as why their proposed system provides the best value to MDOT and the public.**

If more than one system is proposed, the submitter shall clearly define why and how utilizing different systems adds value to MDOT, the project, and the public.

Submitters should describe their ability to perform the anticipated Design Services and Construction Services for the Project and the advantages offered to MDOT and the Project from these services. Submitters should describe their ability to coordinate with MDOT and the Contractor to deliver the project, to create a plan to help minimize difficulties and unforeseen issues during construction, and to provide input on design, construction, and materials based on their team's expertise and experience. The submitter should also detail their approach for this coordination.

## **8.4 QUALITATIVE SCORE & SELECTION**

Selection will be based on the Submitter with the highest total combined score (100 possible points) if MDOT does not require an interview. If an interview is required, the submitters of the two highest scoring Proposals will be interviewed at a minimum. MDOT may interview additional submitters beyond the top two scoring Proposals at its discretion. Preliminary scoring results will not be disclosed prior to the interviews.

## **8.5 INTERVIEWS (25 points)**

An interview may be required if the scoring of the proposals is inadequate to clearly identify the most qualified Submitter. The interview will allow the Submitter the opportunity to present on their understanding of service, qualifications of their team, project approach, system/software capabilities, or on other areas they feel will add value. MDOT will have the opportunity to ask each Submitter general questions or questions that are specific to their proposal.

Interviews will be at the sole discretion of MDOT. If interviews are required, MDOT will notify the short-listed firms to set up an interview. MDOT may provide these firms with the interview format and questions to be addressed as part of the interview. Interviews, if required, are limited to 60 minutes.

### **8.6 FINAL SCORE AND SELECTION**

The selection will be based on the Submitter with the highest combined total score (100 possible points without interviews, 125 possible points if interviews are requested/required.).

### **8.7 DEBRIEFINGS**

Feedback will be provided via face to face meeting, phone, or email if requested by the Submitter. However, no feedback will be provided until after the award of the Construction contract.

### Exhibit A: Phase 1 Design Requirements for the Temporary Bridge

**Description.** This work consists of designing a fully-engineered temporary steel bridge of modular galvanized steel construction in accordance with section 714 of the Standard Specification for Construction, except as modified below.

**Design.** Ensure construction is in accordance with the applicable portions of subsection 714.03 of the Standard Specification for Construction, except as specified below.

1. Ensure workmanship, fabrication, quality assurance systems, and shop connections are in accordance with the AWS, D.1.5 bridge welding codes, *AASHTO LRFD Bridge Design Specifications* and fabricated in the United States of America. Ensure welding is performed by properly certified operators. Ensure the bridge is fabricated by a fabricator who is currently certified by the *American Institute of Steel Construction* to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Advanced Major Steel Bridges Category”.
2. Design span lengths and bridge superstructure type are as shown on plans and/or as directed by MDOT. No modification of the pier or abutment locations will be accepted unless submitted and approved by the Engineer. Substructure units must not encroach on Amtrak property. Submit proposed modification design calculations signed and sealed by a Professional Engineer licensed in the State of Michigan.
3. Design clear roadway width on the structure between curbs is as shown on the RID plans and/or as directed by MDOT. Prior to fabrication of the temporary bridge, field verify the width between the bridge fascias of the existing US-131 bridges to ensure that the overall width of the fabricated temporary bridge may be installed.
4. Deck surface shall be aggregate anti-skid epoxy coated deck panels or approved equivalent.
5. Detail truss configurations in the plans.
6. Design Live Load is in accordance with *AASHTO HL93*.
7. Live Load Deflection does not exceed  $L/800$ .
8. Ensure the temporary bridge railing is an approved design meeting the requirements of ***National Cooperative Highway Research Program (NCHRP) 350***, test level (TL)-4.
9. Design and detail a positive continuous connection between the temporary bridge railing and the approach temporary concrete barrier.
10. The bridge must not encroach below the proposed low chord of the new vehicular bridges being constructed as part of this project.

11. Design substructure units including but not limited to abutments, piers, footings, and piles. The design of the substructure units must not adversely impact existing utilities to remain (both overhead and underground), portions of the road to remain, nor portions of the new structures. The design of the substructure units must also be designed to withstand construction induced vibrations from construction of the new bridges. Submit proposed design calculations for approval, signed and sealed by a Professional Engineer licensed in the State of Michigan.

12. Provide a superstructure launching or placement sequence drawings that avoids conflict with the overhead electric lines to remain in place. Submit the drawings and calculations sealed by a Professional Engineer licensed in the State of Michigan to the Engineer for approval.

13. In addition to the requirements listed above, observe and follow the "*Maintenance and Protection of Railroad Traffic During Contractor Operations - EP3014*," available from the Railroad.

14. The Vendor must furnish to the Engineer, a set of drawings and calculations signed and sealed by a Professional Engineer licensed in the State of Michigan to be included in MDOT's low bid plans.

**Exhibit B: Conflict of Interest Statement.**

**CONFLICT OF INTEREST STATEMENT**

\_\_\_\_\_ (Prime Contractor Name) certifies that it has read and understands the following:

The PRIME CONTRACTOR, its team members, and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the services under this Contract. "Affiliate" means a corporate entity connected to the PRIME CONTRACTOR through common ownership. "Team member" means any known entity the PRIME CONTRACTOR intends to be in a contractual relationship with to complete the work associated with the project. The PRIME CONTRACTOR, its team members, and its Affiliates agree not to provide any services to any entity that may have an adversarial interest in the project, for which it has provided services to the DEPARTMENT. The PRIME CONTRACTOR, its team members, and its Affiliates agree to disclose to the DEPARTMENT all other interests that the PRIME CONTRACTOR, its team members, or sub consultants have or contemplate having during each phase of the project. The phases of the project include, but are not limited to, planning, scoping, early preliminary engineering, design, and construction. In all situations, the DEPARTMENT will decide if a conflict of interest exists. If the PRIME CONTRACTOR, its team members, and its Affiliates choose to retain the interest constituting the conflict, the DEPARTMENT may terminate the Contract for cause in accordance with the provisions stated in the Contract.

- ☐ Certification for Subject Project: Based on the foregoing, the PRIME CONTRACTOR certifies that no conflict exists with the subject project for it, or any of its team members and/or Affiliates
- ☐ Disclose of Conflict with Subject Project: Based on the foregoing, the PRIME CONTRACTOR certifies that a potential conflict does or may exist with the subject project for it, and/or any of its team members and/or Affiliates. The attached sheets describe the potential conflict

This form, and any attachments, must be certified by a person from the PRIME CONTRACTOR who has contracting authority.

Certified by: Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit C: Forms: FORM 001, FORM 002, FORM 003**

REQUEST FOR PROPOSALS

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**FORM-001 SUBMITTER INFORMATION**

**Project:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contract Person:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

☐ The Submitter, by checking this box, certifies the truth and correctness of the contents included in their Statement of Qualifications.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

**FORM-002      PROPOSAL CHECKLIST**

**Project:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

- ☐ Qualitative Scoring Criteria
- ☐ FORM-001 – Submitter Information\*\*
- ☐ FORM-002 – Proposal Checklist \*\*
- ☐ FORM-003 – Addenda Acknowledgment\*\*
- ☐ Conflict of Interest Statement (See Exhibit B)\*\*

**\*\*NOT INCLUDED IN SOQ MAXIMUM PAGE COUNT**

**FORM-003      ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

**Project:** \_\_\_\_\_

**Name of Submitter:** \_\_\_\_\_

Receipt is hereby acknowledged of the following addenda by MDOT to this RFP by entering "YES" or "NO" below and indicating the date received. If no addenda have been issued for this RFP, check the box and sign below.

<u>Addendum No.</u>	<u>Received</u>	<u>Date Received:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No Addenda have been issued at the time of submittal.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)